

C89-143

MAINTENANCE  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF TEMPE

KR 89-1765

THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, as amended by and between the STATE OF ARIZONA, hereinafter called "STATE", and the CITY OF TEMPE, hereinafter called "CITY",

WHEREAS, the STATE is empowered by A.R.S. Section 28-108 to enter into this Agreement and the Director of the ARIZONA DEPARTMENT OF TRANSPORTATION has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE:

WHEREAS, the City is empowered by A.R.S. 48-572, Tempe City Charter Section 103, to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said CITY.

WHEREAS, for the safety and protection of the traveling public, it is necessary and desirable that certain operations and maintenance activities be provided on the State Highway System in the CITY. This work shall consist of the operation and maintenance of traffic signals and/or highway lighting at the following locations:

1. I-10 W/B Off Ramp at Broadway Road
2. I-10 at Baseline Road
3. SR 360 at Mill Avenue
4. SR 360 at Rural Road
5. SR 360 at McClintock Drive

NO. <u>14100</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>8-3-89</u>
<u>Jim Shumway</u> Secretary of State
By <u>B. J. Williamson</u>

6. SR 360 at Price Road
- \*7. Loop 101 and University Drive
- \*8. Loop 101 and Apache Boulevard
- \*9. Loop 101 and Broadway Road
- \*10. Loop 101 and Southern Avenue
11. Loop 101 and Baseline Road
12. Loop 101 and Guadalupe Road
13. Price Road/Frontage Road (Highway Lighting) Between University Drive and Southern Avenue

NOW, THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

1. The CITY shall set aside sufficient funds and be responsible for all electrical energy costs to operate the traffic signals and/or highway lighting.
2. The CITY shall set aside sufficient funds and be responsible for all operations and maintenance of the traffic signals and/or highway lighting, wiring, poles and controllers at cross street intersections and frontage roads identified on page 1 and 2 of this Agreement.
3. The CITY shall keep detailed maintenance records and they shall be made available to the STATE if requested.
4. With the exception of modular equipment, the STATE shall reimburse the CITY for all unrecovered costs incurred in replacing knocked down equipment; unrecovered costs for knocked down modular equipment will be reimbursed to the CITY at the cost for standard STATE equipment only. The CITY shall submit a detailed itemization of unrecovered costs, by inter-section, with its claim. \*These provisions (paragraph #4) do not apply to Loop 101 (Numbers 7, 8, 9, and 10) noted above.
5. Any new installation or any betterment shall be based on a traffic engineering study, and the mutual involve-ments shall be negotiable.

6. The CITY shall pay for monthly telephone charges for interconnect circuits when utilized.

7. THIS AGREEMENT shall remain in force and effect until midnight June 30, 1990, and shall thereafter be automatically renewed for successive periods of one (1) year, unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial expiration date, or of any renewal date hereof, cancelling said Agreement. In event of such notification, and upon expiration of the term during which notice is given, this Agreement shall thereupon become of no further force and effect.

8. In the event of a dispute, the parties agree to use arbitration to the extent required by A.R.S. §12-1518.

9. All parties are hereby put on notice that this Agreement is subject to cancellation by the Governor pursuant to Arizona Revised Statutes Section 38-511.

10. It is understood that the list of locations set forth in this Agreement may be added to, or have deletions made by Letter Addendum, with all other conditions set forth remaining in effect.

11. It is understood that upon the termination of this Agreement for any cause whatsoever, all properties which are the subject matter of this Agreement are declared to be property of the Arizona Department of Transportation.

12. Any disposal of properties subject to this Agreement shall be in a manner as otherwise prescribed by law concerning the disposal of public property.

13. This Agreement shall be filed with the Secretary of State and shall become effective upon filing.

14. Attached to this Agreement and incorporated herein by reference is Exhibit "B" which is a copy of the written determination of the appropriate attorney that the CITY is authorized under the laws of this State to enter into this Agreement and that it is in proper form.

15. It is understood that this Agreement will cancel and supersede any previous Agreements for the maintenance and betterment of traffic signals and/or highway lighting on those State highways which traverse within the boundaries of the CITY.

STATE OF ARIZONA  
ARIZONA DEPARTMENT OF TRANSPORTATION

BY:

Frank K. Leamon  
State Engineer

DATE:

7/15/89

CITY OF TEMPE

BY:

Harry E. Mitchell

TITLE:

Mayor

DATE:

July 3, 1989

ATTEST:

Dileen R. Fowler  
City Clerk

DATE: July 3, 1989

EXHIBIT "A"

RESOLUTION NO. 89.41

A RESOLUTION OF THE COUNCIL OF THE  
CITY OF TEMPE, ARIZONA, AUTHORIZING  
EXECUTION OF AGREEMENT WITH ARIZONA  
DEPARTMENT OF TRANSPORTATION FOR THE  
OPERATION AND MAINTENANCE OF TRAFFIC  
SIGNALS AND HIGHWAY LIGHTING

WHEREAS, with the construction and improvements of Freeways by the State of Arizona, Department of Transportation, it will be necessary to construct Traffic Signals and Highway Lighting.

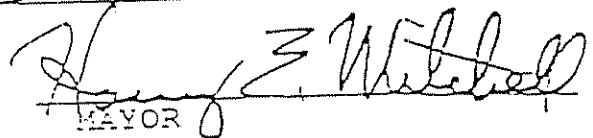
WHEREAS, with the construction and improvements of the freeways, the City of Tempe has requested that certain design features be incorporated into the design.

WHEREAS, the State of Arizona is empowered by Section 28-106 Arizona Revised Statutes, and the City of Tempe is empowered by Section 48-572B, Arizona Revised Statutes, and Tempe City Charter, Article I, Section 1.03, to enter into an intergovernmental agreement setting forth the conditions for the operation and maintenance of the Traffic Signals and Highway Lighting.


NOW THEREFORE, be it resolved by the City Council of the City of Tempe:

That the Mayor is authorized to execute said intergovernmental agreement with the State of Arizona, Department of Transportation, for the operation and maintenance of Traffic Signals and Highway Lighting on Freeways in Tempe.

PASSED AND ADOPTED by the Mayor and City Council of the City of Tempe, this 29th day of June, 1989.

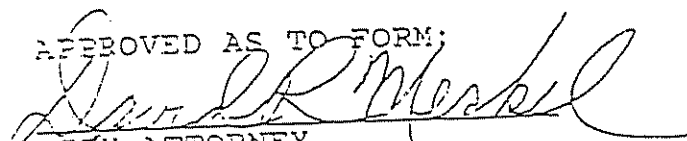
  
MAYOR

ATTEST:

  
CITY CLERK

I, Helen R. Fowler, the duly appointed City Clerk of the City of Tempe, Maricopa County Arizona, do hereby certify the above to be true and exact copy of Resolution Number 89 passed and adopted at the Regular Council Meeting of June 29, 1989, by the Tempe City Council, Tempe, Arizona.

APPROVED AS TO FORM:

  
CITY ATTORNEY

DATED this 5th day of July, 1989.


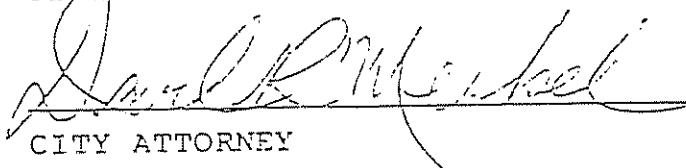
  
Helen R. Fowler, CMC  
City Clerk

EXHIBIT "B"  
APPROVAL OF THE CITY ATTORNEY

I hereby state that I have reviewed the proposed Maintenance Intergovernmental Agreement between the State of Arizona, ARIZONA DEPARTMENT OF TRANSPORTATION, and the CITY OF TEMPE, and declare the Agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona.

DATED this 29<sup>th</sup> day of June, 1909.

CITY OF TEMPE  
BY:   
CITY ATTORNEY

Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert H. Corbin

INTERGOVERNMENTAL AGREEMENT

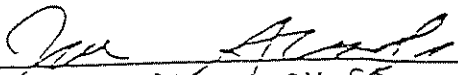
DETERMINATION

A. G. Contract No. K289-1765, is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 26 day of July, 1989.

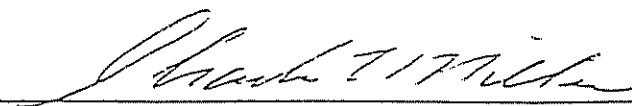
ROBERT H. CORBIN  
Attorney General

  
Assistant Attorney General  
Transportation Division

MAINTENANCE  
CITY OF TEMPE

. RESOLUTION

BE IT RESOLVED on this 24th day of April, 1989, that I, CHARLES L. MILLER, as Director, ARIZONA DEPARTMENT OF TRANSPORTATION, have determined that it is in the best interest of the State of Arizona, that the DEPARTMENT OF TRANSPORTATION, acting by and through the Highways Division, enter into a new Maintenance Intergovernmental Agreement with the City of Tempe and cancel the existing Agreement that was consummated on June 28, 1979. The new Maintenance Agreement is necessary due to the abandonment of US 60 in Tempe and to establish maintenance responsibilities for other traffic signals on State highways within the City of Tempe. THEREFORE, authorization is hereby given to draft said Agreement which, upon completion, shall be submitted for approval and execution by the State Engineer.

  
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CHARLES L. MILLER, Director  
ARIZONA DEPARTMENT OF TRANSPORTATION



# ARIZONA DEPARTMENT OF TRANSPORTATION

## HIGHWAYS DIVISION

206 South Seventeenth Avenue Phoenix, Arizona 85007

August 14, 1989

ROSE WIDFORD  
Governor

CHARLES L. MILLER  
Director

THOMAS A. BRYANT, II  
State Engineer

Harvey Friedson, P.E.  
City Traffic Engineer  
31 East 5th Street  
Tempe, AZ 85281

Re: Maintenance Intergovernmental Agreement  
Between the State of Arizona and the  
City of Tempe

Dear Harvey:

Transmitted herewith is the new Maintenance  
Intergovernmental Agreement which has been fully executed.

You will note the effective date of filing with  
the Secretary of State is August 3, 1989.

Very truly yours,

ROGER L. HATTON, P.E.  
State Traffic Engineer  
Traffic Engineering Section

RLH:TN:mz  
encls.

c: Sally Al-Hashimi (103P)  
Dan Powell (D2)  
Ben Patterson (204B)

